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7 Attorneys for Plaintiffs
Freshpark Industries, LLC
8 and Roger W. Hickey

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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **SOUTHERN DIVISION**

13 FRESHSPARK INDUSTRIES, LLC
and ROGER W. HICKEY,

CASE NO. SACV 11-01283 DOC (ANx)

14 Plaintiffs,

Honorable David O. Carter

15 vs.

AMENDED

16 MOJO RAILS, INC.,

**FINAL JUDGMENT AND
PERMANENT INJUNCTION ON
CONSENT**

17 Defendant.

(Amended to include Exhibit 1)

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22 WHEREAS, Plaintiffs filed a Complaint for Patent Infringement against
23 Defendant;

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25 WHEREAS, Plaintiffs have alleged that Defendant manufactures, uses,
26 offers for sale, sells and/or imports a skate ramp shown in Exhibit 1 (the
27 "Infringing Product") that infringes United States Patent Nos. 7,104,895 (the "895
28

1 patent") and D495,770 (the "770 design patent") to Roger W. Hickey, which are
2 exclusively licensed to Freshpark;
3

4 WHEREAS, the Parties have reached a settlement agreement, including the
5 terms set forth below;

6 **ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND**
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DECREEED AS FOLLOWS:

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9 1. The '895 patent and the '770 design patents are valid and infringed by
10 Defendant's Infringing Product;

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12 2. Defendant is permanently enjoined from making, using, offering to
13 sell, selling or importing any device that infringes any claim of the '895 patent or
14 that infringes the '770 design patent, including without limitation, by making,
15 using, offering to sell, selling or importing the Infringing Product or any colorable
16 imitation thereof.

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18 3. The Parties are to bear their own costs.

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20 4. The Court retains jurisdiction over this Civil Action for the purposes
21 of enforcing the terms and conditions of this Final Judgment and Permanent
22 Injunction on Consent as well as the parties' settlement agreement.

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**THE PARTIES HAVE READ AND AGREE TO THE FOREGOING
IN ITS ENTIRETY.**

DATED: November 17, 2011

**STRADLING YOCCA CARLSON &
RAUTH**
A Professional Corporation

By: /s/- Douglas Q. Hahn
Jan P. Weir
Douglas Q. Hahn
Kathrine J. Weir

Attorneys for Plaintiffs
Freshpark Industries, LLC
and Roger W. Hickey

DATED: November 17, 2011

JULANDER, BROWN BOLLARD

By: /s/ William D. Chapman
William D. Chapman

Attorneys for
Mojo Rails, Inc.

FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

Judgment is hereby entered pursuant to Fed. R. Civ. P. 58 as set forth above.

DATED: November 28 2011

David O. Carter
Honorable David O. Carter
United States District Judge

Exhibit 1







